

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DSI-ITI, LLC		06/16/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Swiss bank: SWITZERLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	77741264	PREA	
Serial Number:	77791131	OFFENDERCONNECT	
Serial Number:	77501410	EZ DEPOSIT KIOSK	
Registration Number:	3077760	POWERED BY: EVOLUTION	
Registration Number:	3664643	MAP IQ	
Registration Number:	3596362	MAIL IQ	
Registration Number:	3581573	INMATE IQ	
Registration Number:	3459229	CALL IQ	
Serial Number:	77923351	CALL TRACK	
Serial Number:	77688050	CALL TRACK	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

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TRADEMARK
REEL: 004235 FRAME: 0353

Phone: 212-735-3000
Email: kellie.weilbrenner@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Rebecca Silberberg, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2188
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NAME OF SUBMITTER:	Rebecca Silberberg
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Signature:	/Rebecca Silberberg/
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Date:	07/01/2010
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Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 16, 2010, is made by DSI-ITI, LLC, a Delaware limited liability company, located at 12021 Sunset Hills Road, Suite 100, Reston, VA 20190 (the "Grantor") and Credit Suisse AG, Cayman Islands Branch, a Swiss bank located at Eleven Madison Avenue, New York, New York 10010 (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of March 2, 2010, among the Assignee, the Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of March 2, 2010, among GTEL Holdings, Inc., Global Tel*Link Corporation ("Borrower") and certain Lenders and agents party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Unless otherwise defined herein, terms defined in the Credit Agreement or the Guarantee and Collateral Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower had granted a security interest to the Assignee in certain Collateral, including trademarks under that certain Trademark Security Agreement dated March 2, 2010 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 8, 2010 at Reel 4163, Frame 0516;

WHEREAS, the Grantor agreed to execute and deliver that certain Assumption Agreement, dated as of March 23, 2010, in order to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor is granting a security interest to the Assignee in certain Collateral, including the Trademarks (defined below) set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the above premises, the parties hereto hereby agree as follows:

1. Grant of Security Interest

(a) Grantor hereby grants to Assignee, for the ratable benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademarks"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all

applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States applications and registrations for the Trademarks.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Guarantee and Collateral Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement in the name of and on behalf of Grantor without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

4. Counterparts


This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

DSI-ITI, LLC

By: 
Name: Charles Stephen Yow
Title: Treasurer

[Trademark Security Agreement - DSI-ITI, LLC]

TRADEMARK
REEL: 004235 FRAME: 0357

ASSIGNEE:

CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH,
as Administrative Agent

By: 

Name:

ROBERT HETU

Title:

MANAGING DIRECTOR

By: 

Name:

KEVIN BUDDHDEW

Title:

ASSOCIATE

Schedule A to TRADEMARK SECURITY AGREEMENT

1. Trademarks

Trademark Serial Number or Registration Number	Filing Date	Registration Date	Mark
Ser. No. 77741264	May 20, 2009	Pending	Trademark: PREA
Ser. No. 77791131	July 28, 2009	Pending	Service Mark: OFFENDERCONNECT
Ser. No. 77501410	June 18, 2008	Pending	Trademark: EZ DEPOSIT KIOSK
Reg. No. 3077760	September 23, 2004	April 4, 2006	Powered By: Evolution
Reg. No. 3664643	April 24, 2008	August 4, 2009	Trademark: MAP IQ
Reg. No. 3596362	April 24, 2008	March 24, 2009	Trademark: MAIL IQ
Reg. No. 3581573	April 24, 2008	February 24, 2009	Trademark: INMATE IQ
Reg. No. 3459229	April 25, 2008	July 1, 2008	Trademark: CALL IQ
Ser. No. 77923351	January 29, 2010	Pending	Trademark: CALL TRACK
Reg. No. 77688050	March 11, 2009	N/A	Trademark: CALL TRACK (currently registered, but replaced by Registration Number 77923351)

2.

Domain Names

- call-track.net
- dsicdi.com
- dsicdiiti.com
- dsiiti.com
- inmatebanker.com
- inmatetelephone.com
- offenderconnect.com
- portal-dsiiti.com